loy, 95 S. C. 441, 78 S. E. 995; and *Commonwealth* v. *Phelps*, 210 Mass. 78, 96 N. E. 349. The test of *ex post facto* legislation often is whether the real purpose of the law is to inflict a penalty for a past offense or to establish a *bona fide* regulation of a matter of public concern in the interest of the general welfare. *Ex parte Garland*, 4 Wall. 333; *Hawker* v. *New York*, 170 U. S. 189; *Blackburn* v. *State*, 50 Ohio 428, 36 N. E. 18; *Washington* v. *State*, 75 Ala. 582. A statute diminishing the pay of public officers during their incumbency is not *ex post facto*. *Commonwealth* v. *Bailey*, 81 Ky. 395. Nor is a statute rendering a man ineligible to hold public office by reason of his having held the office within a certain period preceding the election, though applying to men who have held the office before its passage. *State* v. *Teasley*, 194 Ala. 574, 69 South. 723. In the instant case it seems that the punishment is not for the past act of obtaining intoxicating liquor, but for the present offense of keeping it. See *Delaney* v. *Plunkett*, *supra*. The court refused to indicate what would be its holding should a similar case come before it in which the liquor had been acquired prior to the passage of the act. On this point, see *Bartemeyer* v. *Iowa*, *supra*; *Beer Co.* v. *Massachusetts supra*; and *Ghrna* v. *State*, *supra*.

DEEDS—CONSTRUCTION—INTENTION OF PARTIES.—The plaintiff, possessed of an undivided one-third interest in certain lots, executed a deed, the granting clause of which purported to convey the entire parcel of land, but had words appended limiting the estate to such interest as had been awarded him. The instrument was partly printed and partly written, and bore evidence of unskilled draftsmanship. Subsequent to the conveyance to the respondent by the plaintiff's grantee, the plaintiff acquired title to the remaining two-thirds interest. On the question whether the plaintiff was entitled to a partition sale, it was *held*, the plaintiff is so entitled. *Porter* v. *Henderson* (Ala.), 82 South. 668.

The object of construing a deed is to ascertain and carry into effect the intention of the parties. *Pack* v. *Whitaker*, 110 Va. 122, 65 S. E. 496; *Halsey* v. *Fulton*, 119 Va. 571, 89 S. E. 912. Where this intention is not manifest from a consideration of the deed as a whole, the instrument will be construed in the light of the circumstances leading to and surrounding its execution. *Peters* v. *McLaren*, 134 C. C. A. 198, 218 Fed. 410; *Seery* v. *Waterbury*, 82 Conn. 567, 74 Atl. 908, 25 L. R. A. (N. S.) 681, 18 Ann. Cas. 73; *Schroeder* v. *Woodward*, 116 Va. 506, 82 S. E. 192. But extraneous facts will not be permitted to place a construction on the deed inconsistent with the plain legal meaning of the words used. *Fitzgerald* v. *Modoc County*, 164 Cal. 493, 129 Pac. 794, 44 L. R. A. (N. S.) 1229. See *White* v. *Bailey*, 65 W. Va. 573, 64 S. E. 1019, 23 L. R. A. (N. S.) 232.

Technical rules of construction will not be applied if the result would be to defeat the intention of the parties as clearly shown in the deed. *Johnson* v. *McCoy*, 112 Va. 580, 72 S. E. 123; *Springs* v. *Hopkins*, 171 N. C. 486, 88 S. E. 774. However, if the deed expresses two conflicting intentions, it must be construed according to the rules of con-

struction, although they may be arbitrary. See *Dickson* v. *Van Hoose,* 157 Ala. 459, 47 South. 718, 19 L. R. A. (N. S.) 719. Thus, when there are repugnant clauses in a deed, the first will control and the latter be rejected. *Wilkins* v. *Norman,* 139 N. C. 40, 51 S. E. 797, 111 Am. St. Rep. 767. And where words of a well-defined legal significance are used in one part of a deed, and in another place in the same instrument the grantor contradicts them in untechnical terms, the legal intent will prevail over the apparent actual intent. *Wolverton* v. *Hoffman,* 104 Va. 605, 52 S. E. 176. It is to be observed that the intention of the parties is, in legal contemplation, that which the words and phrases used express, not what either of the parties understood the meaning of the language to be. *Union Water Power Co.* v. *Lewiston,* 101 Me. 564, 65 Atl. 67; *Thomas* v. *Hatch,* 3 Sumn. 170, 23 Fed. Cas. 946.

If the deed bears on its face evidence of having been drafted by one unlearned in legal phraseology, greater latitude is to be allowed in the interpretation of technical words. *Johnson* v. *McCoy, supra.* But the instrument cannot be reconstructed; the intention is to be derived from a fair consideration of the language employed, effect being given to each clause so far as it can be reconciled with the general intent gathered from the instrument as a whole. *Carpenter* v. *Camp Mfg. Co.,* 112 Va. 300, 71 S. E. 559; *Culpeper National Bank* v. *Wrenn,* 115 Va. 55, 78 S. E. 620. See *Coble* v. *Barringer,* 171 N. C. 445, 88 S. E. 518, L. R. A. 1916E, 901.

The written and printed parts of a deed are equally binding. *Wallwork* v. *Derby,* 40 Ill. 527. But if they are inconsistent, the former will control the latter. *Miller* v. *Mowers,* 227 Ill. 392, 81 N. E. 420; *John Deere Plow Co.* v. *City Hardware Co.,* 175 Ala. 512, 51 South. 821. See *DePaige* v. *Douglas,* 234 Mo. 78, 136 S. W. 345.

Where a deed admits of two constructions, it will be construed most strongly against the grantor. *Griffin* v. *Fairmont Coal Co.,* 59 W. Va. 480, 53 S. E. 24, 2 L. R. A. (N. S.) 1115; *Carpenter* v. *Camp Mfg. Co., supra; Bradley* v. *Va. R., etc., Co.,* 118 Va. 233, 87 S. E. 721. But this rule is to be applied only when all other rules of construction have failed. *Bernero* v. *McFarland Real Estate Co.,* 134 Mo. App. 290, 114 S. W. 531.

If there be a conflict between the granting and habendum clauses, the rule, in many States, is that the habendum must yield. See *Dickson* v. *Wildman,* 105 C. C. A. 618, 183 Fed. 398; and *Hughes* v. *Hammond,* 136 Ky. 694, 125 S. W. 144, 26 L. R. A. (N. S.) 808. But, according to the weight of modern authority, this rule is not enforced if it would defeat the intention of the parties as shown by a consideration of the entire instrument. *Culpeper National Bank* v. *Wrenn, supra; Williams* v. *Williams,* 175 N. C. 160, 95 S. E. 157; *Husted* v. *Rollins,* 156 Iowa 546, 137 N. W. 462, 42 L. R. A. (N. S.) 378. Instead, the intention may be expressed anywhere in the instrument, in any words of plain meaning, and the court will enforce it, when it is ascertained, without regard to technical rules of construction. *Utter* v. *Sidman,* 170 Mo. 284, 70 S. W. 702; *Berry* v. *Spivey,* 44 Tex. Civ. App. 18, 97 S. W. 511.

For rules governing the interpretation of an instrument as a will or as a deed, see 3 VA. LAW REV. 324.